

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE 08		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 11		3. EFFECTIVE DATE October 10, 2002		4. REQUISITION/PURCHASE REQ. NO. 020470011(1F)		5. PROJECT NO. (If applicable)
6. ISSUED BY PS22 Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS22-N		7. ADMINISTERED BY (If other than Item 6) MSFC Adm: PS22-P/Carol Terrell 256-544-6710		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Al Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  <input type="checkbox"/> 9B. DATED (SEE ITEM 11)  <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02047 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 02/15/02		
CODE 18279		CAGE CODE 004R1				

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

No Change

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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|-----|---|
| (✓) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X   | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3) and mutual agreement of the parties.   |
|     | D. OTHER (Specify type of modification and authority)   |

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Incentive Fee Earned	Total Contract Value	Total Sum Allotted
Previous	\$6,076,040	\$1,739,479	\$7,815,519	\$275,696	\$ 0	\$8,091,215	\$7,735,850
This Mod	84,531	0	84,531	0	0	84,531	0
New Total	\$6,160,571	\$1,739,479	\$7,900,050	\$275,696	\$ 0	\$8,175,746	\$7,735,850

See Page 2 for description.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra L. Presnell	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA. BY <b>ORIGINAL SIGNED BY</b> SANDRA L. PRESNELL (Signature of Contracting Officer)	16C. DATE SIGNED October 10, 2002
(Signature of person authorized to sign)			

The purpose of this modification is to amend Attachment J-1, Performance Work Statement, WBS 5.0 and provide an equitable adjustment.

1. Clause B.2, paragraph (a) is hereby deleted in its entirety and the attached clause B.2, paragraph (a) is substituted in lieu thereof (a vertical line in the right-hand margin indicates the specific areas of change).
- 2 Attachment J-1, Performance Work Statement, WBS 5.0, pages J-1-10 and J-1-11, are hereby deleted in their entirety and the attached WBS 5.0, pages J-1-10 and J-1-11, are substituted in lieu thereof (a vertical line in the right-hand margin indicates the specific areas of change).

## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.

(b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.

(1) Mission Schedule will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.

(2) IDIQ Schedule will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

#### B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Est. Cost</u>	<u>Provisional Est. Cost</u>	<u>Minimum Incentive Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Value</u>
Base Year	(A) Mission	02/15/02-02/14/03	\$5,901,094	\$1,739,479	-0-	\$260,127	\$7,900,700
Base Year	(B) IDIQ	02/15/02-02/14/03	\$ 259,477	-0-	-0-	\$ 15,569	\$ 275,046
Option Yr. 1	(A) Mission	02/15/03-02/14/04	\$6,137,597	-0-	-0-	\$267,786	\$6,405,383
Option Yr. 1	(B) IDIQ	02/15/03-02/14/04	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000
Option Yr. 2	(A) Mission	02/15/04-02/14/05	\$6,256,931	-0-	-0-	\$275,511	\$6,532,442
Option Yr. 2	(B) IDIQ	02/15/04-02/14/05	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000

Option Yr. 3	(A) Mission	02/15/05-02/14/06	\$6,374,056	-0-	-0-	\$283,081	\$6,657,137
Option Yr. 3	(B) IDIQ	02/15/05-02/14/06	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000
Option Yr. 4	(A) Mission	02/15/06-02/14/07	\$6,491,200	-0-	-0-	\$290,647	\$6,781,847
Option Yr. 4	(B) IDIQ	02/15/06-02/14/07	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Incentive Fee Earned</u>
Base Year	(A) Mission	02/15/02-08/14/02	TBD
		08/15/02-02/14/03	TBD
Base Year	(B) IDIQ	02/15/02-08/14/02	TBD
		08/15/02-02/14/03	TBD
Option Yr. 1	(A) Mission	02/15/03-08/14/03	TBD
		08/15/03-02/14/04	TBD
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	TBD
		08/15/03-02/14/04	TBD
Option Yr. 2	(A) Mission	02/15/04-08/14/04	TBD
		08/15/04-02/14/05	TBD
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	TBD
		08/15/04-02/14/05	TBD
Option Yr. 3	(A) Mission	02/15/05-08/14/05	TBD
		08/15/05-02/14/06	TBD
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	TBD
		08/15/05-02/14/06	TBD
Option Yr. 4	(A) Mission	02/15/06-08/14/06	TBD
		08/15/06-02/14/07	TBD
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	TBD
		08/15/06-02/14/07	TBD

(End of clause)

### B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

equipment, transportation if required, and supporting exhibits, artifacts, models, etc.

5.3.5 The Contractor shall attend and support events as needed to ensure they run smoothly, comfortably, and with a minimum of logistical problems. This will involve travel and making arrangements for events over 50 miles away from MSFC.

5.3.6 The Contractor shall evaluate the current systems for providing support and continually seek and recommend ways to improve the process, saving costs and time.

5.3.7 The Contractor shall develop meaningful and practical metrics and measure the level of cost savings from current baseline. Create, maintain and distribute products that convey these metrics to customers and management.

5.3.8 The Contractor shall provide advice on web site content improvements; and recommend, initiate and (when appropriate) oversee the content of brochures, posters and other products that support EOD events through a variety of channels.

#### 5.4 Organizational Development Program

5.4.1 The Contractor shall provide a full range of organizational development support to include working with teams, conflict resolution, and changes in group norms, values and culture. The Contractor shall propose intervention designs, plans for organization change, and implementation change strategies that may involve problem solving and collaborative diagnosis.

5.4.2 The Contractor shall provide measures of increased organizational effectiveness and health through measures of such things as; processes changes, and changes in beliefs, attitudes, or values to better adapt to changes and the rate of change. Measures shall also include evidence of enhanced intra and inter unit relationships.

#### 5.5 Procurement of Conference, Training and Organizational Development Services

5.5.1 The Contractor shall procure conference, training and organizational development services in support of the employee and organizational development program. The Contractor shall procure for training and organizational development services the use of instructors, organizational development specialists, training space, materials, equipment, catering

services, and other support services/equipment as required. The Contractor shall place all conference and training orders within 3 days of receipt.

5.5.2 The Contractor shall establish, and maintain a database of training and organizational development vendors including past performance data.

5.5.3 The Contractor shall enter trainee, course/conference, and cost data into "AdminSTAR" (training administrative system) and update with actual figures as they become available.

5.5.4 The Contractor shall establish and maintain a management information system to provide a shared database of metrics for all EOD functions, the quarterly training services reports, and other reports as required.

5.5.5 The Contractor shall develop appropriate purchasing/processes procedures for conducting this effort.

## 5.6 Marshall Institute Operations

5.6.1 The Contractor shall administer and coordinate the operation of Marshall Institute training facilities consisting of traditional classrooms (including A/V), computer classrooms, equipment, storage areas (including course materials and classroom supplies), and the Employee Development Technology Center (EDTeC).

5.6.2 The Contractor shall communicate Marshall Institute activities through appropriate channels to include publishing daily, weekly, and monthly classroom schedules both electronically and in hard copy.

5.6.3 The Contractor shall develop and administer an EDTeC learning material needs assessment and evaluation of all EDTeC courseware.

5.6.4 The Contractor shall assist EOD staff in developing monthly programming themes and selections, and deliver appropriate videotapes to the TV Studio for broadcast over the Marshall Continuous Learning Channel (MCLC)-13.

5.6.5 The Contractor shall assist EOD staff in arranging for satellite downlinks through the Federal Training Network and other vendors for broadcast over MCLC-14.